

BEFORE THE
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:

ALI ABDELSAMAD

V

No. 15-0648

PEOPLES GAS LIGHT AND COKE

COMPANY

Complaint as to billing/charges)
in Chicago, Illinois.)

Chicago, Illinois
January 25, 2016

Met pursuant to notice at 11:00 a.m.

BEFORE :

MR. JOHN RILEY, Administrative Law Judge.

APPEARANCES :

MR. ALI ABDELSAMAD
5527 North Christina Avenue
Apartment 1
Chicago, Illinois 60625
appeared pro se;

MR. KOBY A. BAILEY
200 East Randolph Drive
Chicago, Illinois 60601
appeared for Respondent.

SULLIVAN REPORTING COMPANY, by
Teresann B. Giorgi, CSR
084-000977

1 I N D E X

2 Dir. Crx. Re- Re- By

3 Witnesses: dir. crx. dir. crx. Examiner

4 NONE

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8 E X H I B I T S

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10 APPLICANT'S FOR IDENTIFICATION IN EVIDENCE

11 NONE

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1 JUDGE RILEY: Pursuant to the direction of
2 the Illinois Commerce Commission, I call
3 Docket 15-0648.

4 This is a complaint by Ali Abdelsamad
5 versus Peoples Gas Light and Coke Company, as to
6 billing and charges in Chicago, Illinois.

7 Mr. Abdelsamad, you are appearing
8 without an attorney at this point, is that correct?

9 MR. ABDELSAMAD: Yes.

10 JUDGE RILEY: Be advised that you can have an
11 attorney appear on your behalf at any time during
12 the proceeding, but they would have to take the
13 record as they find it. We would not be able to go
14 back and start over.

15 MR. ABDELSAMAD: Okay.

16 JUDGE RILEY: And, Mr. Bailey, would you enter
17 an appearance for Peoples.

18 MR. BAILEY: Koby Bailey on behalf of The
19 Peoples Gas Light and Coke Company, 200 East
20 Randolph, Suite 2300, Chicago, Illinois 60601,
21 telephone number, 312-240-4081.

22 And also Tarsa Tucker.

1 MS. TUCKER: Tarsa Tucker, T-a-r-s-a

2 T-u-c-k-e-r, with Peoples Gas.

3 JUDGE RILEY: Thank you.

4 And at this time, Mr. Abdelsamad, just
5 looking at your complaint, it's particularly cut and
6 dried. You're saying you're being billed for a
7 commercial rate instead of a residential rate and
8 the address is 5527 North Christiana in Chicago.
9 That is a residence, is that correct?

10 MR. ABDELSAMAD: Yes.

11 JUDGE RILEY: A single-family home?

12 MR. ABDELSAMAD: Yes.

13 JUDGE RILEY: Let me turn to Peoples and see
14 what they know about it.

15 MR. BAILEY: He was being billed for a
16 commercial rate. He has held that account since
17 October of what --

18 MS. TUCKER: 2014 -- 2013.

19 MR. BAILEY: -- 2013. He brought it to our
20 attention in March of 2014. So we converted him to
21 a Rate 1 instead of a Rate 2 heating customer at
22 that time. Based on the difference between those

1 two rates, that's roughly \$16 times 7 months, which
2 is -- based on the customer charge --

3 MS. TUCKER: Rate 1 is \$26.98 and a Rate 2 is
4 \$40.48. So, it was like \$13.

5 MR. BAILEY: \$13 difference. And we think those
6 are the actual damages. We're not quite sure where
7 the \$4,000 comes from.

8 Also notably in our tariffs, the
9 customer is responsible -- associated with his
10 tariffs -- and we have copies of our actual tariffs,
11 the Commission approved tariffs --

12 JUDGE RILEY: What do the tariffs say?

13 MR. BAILEY: The customer shall select the
14 service classification or rider under which it
15 wishes to receive service. If the Company
16 determines in its sole discretion that the customer
17 meets the eligibility requirements of the selected
18 service classification or rider, the Company shall
19 render service in the same name. The Company shall
20 assist the customer in making such selection, but
21 does not guarantee that the customer shall receive
22 service under and shall not be responsible to

1 notify the customer of the most favorable service
2 classification or rider at all times. The Company
3 reserves the right to change the service . . .
4 so . . .

5 JUDGE RILEY: Mr. Abdelsamad, let me get some
6 information from you.

7 How long have you lived at the
8 premises?

9 MR. ABDELSAMAD: I live almost 15 years.

10 JUDGE RILEY: 15 years?

11 MR. ABDELSAMAD: Yeah.

12 JUDGE RILEY: And I asked before, this is a
13 single-family home?

14 MR. ABDELSAMAD: Yes.

15 JUDGE RILEY: Are you the owner?

16 MR. ABDELSAMAD: No.

17 JUDGE RILEY: You're the tenant?

18 MR. ABDELSAMAD: Yes.

19 JUDGE RILEY: And service is in your name?

20 MR. ABDELSAMAD: Yeah.

21 What happened like this, before

22 2013 --

1 JUDGE RILEY: Before what?

2 MR. ABDELSAMAD: 2013 --

3 JUDGE RILEY: Before 2013.

4 MR. ABDELSAMAD: Yeah.

5 Before 2013, it used to be under one

6 meter and the owners of the building --

7 JUDGE RILEY: I don't think the court reporter

8 got that.

9 MR. ABDELSAMAD: Okay. Before 2013,

10 everything -- the meter of the gas belonged to the

11 owners of the building.

12 JUDGE RILEY: Understood.

13 MR. ABDELSAMAD: I didn't pay any gas. But from

14 2013 he provide another two meters. That building

15 has first floor, which is where I live, the second

16 floor and has basement.

17 JUDGE RILEY: All right.

18 MR. ABDELSAMAD: And from 2013 I have my own

19 meters. So from that point I paid for the gas, from

20 the 2013 up to now.

21 JUDGE RILEY: How many meters are connected to

22 the building?

1 MR. ABDELSAMAD: Three.

2 JUDGE RILEY: There are three.

3 Are they all in your name?

4 MR. ABDELSAMAD: No. There's nothing in my

5 name.

6 JUDGE RILEY: Which one --

7 MR. ABDELSAMAD: The one under my name, the

8 first floor.

9 JUDGE RILEY: It's the first floor.

10 MR. ABDELSAMAD: Yes.

11 JUDGE RILEY: And that's the one that was being

12 charged commercial and not residential.

13 MR. ABDELSAMAD: What happened like this, I

14 called Peoples Gas, I told them now that it's three

15 different meters. For my meters I'm only

16 responsible for heating in the winters and cooking

17 gas.

18 Okay. But what happened before, the

19 one that used to be -- the old meter used to be

20 owned by the whole building, that -- the old one,

21 that come into my account.

22 JUDGE RILEY: That I don't understand.

1 There was an old meter?

2 MR. ABDELSAMAD: Yeah. The building before 2013

3 have only one meters, before he put another two.

4 Before 2013 we have only one meters.

5 JUDGE RILEY: I understand that.

6 MR. ABDELSAMAD: Okay. What happened, that

7 one -- when he separated to three meters, the one

8 that's the old one, that came to my --

9 JUDGE RILEY: And you live on the first floor.

10 MR. ABDELSAMAD: Yes.

11 JUDGE RILEY: And that's the meter that's in

12 your name.

13 MR. ABDELSAMAD: Yes, under my name.

14 JUDGE RILEY: And it's the one that you've been

15 paying for since 2013.

16 MR. ABDELSAMAD: Yes.

17 What happened, Peoples Gas they

18 thinks -- they charged the other tenant, okay,

19 for every two months -- they bill them for every

20 two months and they bill me for every months. The

21 other tenants, their bills come every two months.

22 But for my apartment they charge me -- they send me

1 every months.

2 I called them so many times. They

3 never -- they hear my complaint, but they never do

4 anythings until like three, four times, after that

5 they send technicians. Technicians came and

6 investigate. They see the three meters. The

7 problem is when they come -- the last time when they

8 came to investigate, they says -- they find out my

9 meter has nothing to do with the boiler -- with the

10 type of the boiler --

11 THE REPORTER: The what?

12 MR. ABDELSAMAD: Boiling water.

13 JUDGE RILEY: The hot water.

14 MR. ABDELSAMAD: Hot water.

15 Peoples Gas thinks hot water comes

16 into my meter, which is no, it comes to the owner.

17 JUDGE RILEY: So you don't pay for the hot

18 water.

19 MR. ABDELSAMAD: No, I didn't.

20 JUDGE RILEY: You just pay for the heating --

21 MR. ABDELSAMAD: Yes. Yes.

22 JUDGE RILEY: -- and cooking gas.

1 MR. ABDELSAMAD: Yes.

2 If you look at the bill for here --
3 this one (tendering), this one was submitted to you
4 already.

5 JUDGE RILEY: I'm not sure what we're looking
6 at.

7 MR. ABDELSAMAD: Okay. This one here it show
8 you before the separations -- the bill before the
9 separations and after the separations.

10 For example, in 2013, okay, from
11 January until December, before the separations --
12 before the separation of the meters, it comes
13 like -- January comes -- the whole building, the
14 whole building they charge him for 380.92, okay,
15 that's before the separations.

16 After the separations they bill me,
17 the first floor, which is where I live, they bill in
18 January, 472.05, for only apartment.

19 The whole building -- they used to
20 charge the whole building 380.92.

21 JUDGE RILEY: Were the bills that you were
22 receiving back then, did they say the commercial

1 rate?

2 MR. ABDELSAMAD: Yes.

3 JUDGE RILEY: It was a commercial rate?

4 MR. ABDELSAMAD: Yes, I have it. I have it
5 here, yes.

6 That was the separation for me.

7 For the second floor they charged
8 him -- that's only for January. For second floor
9 they charged him 295.69 from January 14th, 2014 to
10 March 12, 2014, 57 days. For 57 days, the second
11 floor, they charged 295.69.

12 For me, only one months, they charged
13 me 472. They charged me for the whole building and
14 they charged the other floor for two months.

15 JUDGE RILEY: They were charging you for the
16 entire building?

17 MR. ABDELSAMAD: Yes. That's what is proved.
18 The bills come from them not from me.

19 JUDGE RILEY: No, I understand that.

20 MR. ABDELSAMAD: Yeah.

21 JUDGE RILEY: Getting back to Mr. Bailey.

22 Was the correct rate applied?

1 MR. BAILEY: After it was brought to our
2 attention in 2014 -- what was it Tarsa?

3 MS. TUCKER: March, 2014.

4 MR. BAILEY: March, 2014, that rate was changed
5 over.

6 I would like to remind us all that
7 during that 2014 period with the \$400 gas bill, that
8 was the polar vortex and we were in some
9 significantly high gas usage and gas costs.

10 JUDGE RILEY: Understood.

11 MR. BAILEY: We had a pretty big spike there.

12 Well, I think our tariff is clear. We
13 are not required to go back and retroactively bill
14 between -- for an improper rate class. I mean, we
15 would certainly for the difference between -- the
16 customer charges between when Mr. Abdelsamad had
17 service in October through that March, we would
18 certainly credit his account whatever that
19 difference is, several hundred dollar difference.

20 But as far as the total gas usage, I
21 mean, for whether it's a SE1 or SE2, the gas usage
22 is the gas usage, it is the same charge.

1 JUDGE RILEY: Right.

2 MR. BAILEY: It's the same charge per therm.

3 We had a tech go out there. The tech
4 confirmed we have three different meters out there.
5 Meter 1 provides service -- Mr. Abdelsamad's meter
6 provides service to his first floor apartment. The
7 two other meters provide service that lead to a
8 basement account -- is the basement account heating?

9 MS. TUCKER: Now it is.

10 MR. BAILEY: And then there's the second floor
11 account, which is also heating.

12 It could be, I mean, really the
13 massive difference between 2013's weather and
14 2014's weather. And as far as the meter
15 classification issue, well, we're not required to
16 compensate pursuant to our Commission approved
17 tariff.

18 We certainly would be willing to waive
19 whatever -- the \$13 a month times, what is it, 6 or
20 7 months, between those two periods.

21 JUDGE RILEY: And, Mr. Abdelsamad, you claim
22 you're being charged even more than that?

1 MR. ABDELSAMAD: No, because I don't agree with
2 him for one reasons.

3 Let's just assume the mistake and the
4 billing from them, they undercharge me, for example
5 and they took it out -- let's assume they
6 undercharged me for a couple of years and several
7 years they found out I undercharged and they me --
8 they need like a couple of thousands. They go after
9 me --

10 JUDGE RILEY: A couple of thousands.

11 MR. ABDELSAMAD: Yeah, for example.

12 They go after me to collect the bills
13 before.

14 That's why I couldn't understand why
15 for them they are not responsible because according
16 to the law -- I consider is not fair.

17 JUDGE RILEY: What you're saying, though, this
18 is just an example --

19 MR. ABDELSAMAD: An example, yes. An example,
20 yeah.

21 JUDGE RILEY: What you're saying is, if they
22 undercharged you for a couple of years, they would

1 come after you for the money --

2 MR. ABDELSAMAD: Yes. Yes, they come. Of

3 course they come to collect their money.

4 JUDGE RILEY: If they overcharge you --

5 MR. ABDELSAMAD: They supposed to come the

6 same --

7 MR. BAILEY: I'm sorry, Mr. Abdelsamad, so the

8 scenario you've just described is just a

9 hypothetical?

10 MS. TUCKER: Yes.

11 MR. ABDELSAMAD: Yes.

12 MR. BAILEY: I just want to make sure I'm clear.

13 MR. ABDELSAMAD: And one thing, according to the

14 Rate 2 business and Rate 1 residential is not the

15 same.

16 If you look at the bills here, it

17 comes like -- one second.

18 MR. BAILEY: Do you need copies of the tariff?

19 MR. ABDELSAMAD: Rate 2 comes like the first 100

20 centimeters, it comes one bill, 0.14712 times 120

21 and the other one is --

22 MR. BAILEY: That's actually not true.

1 Those are the tariffs (tendering).

2 JUDGE RILEY: To cut through all of this now,
3 what Peoples is saying is they'd be willing to apply
4 a credit for the overcharge for a specific period of
5 time.

6 MR. BAILEY: Right.

7 JUDGE RILEY: The difference between the Rate 1
8 and the Rate 2 classification.

9 MR. BAILEY: From the October 2013 through the
10 March 2014 time period.

11 JUDGE RILEY: So, it's roughly for a six-month
12 period of time.

13 And Mr. Abdelsamad, are you saying
14 that you were charged more than that?

15 MR. ABDELSAMAD: Okay. Let me ask him a
16 questions.

17 How about the late charges. They
18 charge me about -- because they apply the bills --
19 they charge me -- overcharged me and they apply like
20 interest, they apply like late fees and all this
21 stuff, all this add up.

22 MR. BAILEY: So, you don't pay your bills in

1 full, late fees were assessed and the contention is
2 that because -- theoretically is what you were
3 paying under SE2 is greater than SE1, that's why you
4 didn't pay your bills in full.

5 MR. ABDELSAMAD: Because when I called the
6 company I says there's something wrong here. It has
7 to be fixed. I cannot pay for amount that I didn't
8 use. That's why I was in the argument between me
9 and your company. That's why I didn't pay my bills
10 on time because there's something wrong. I wait for
11 them just to adjust it.

12 MR. BAILEY: Okay. So, are you contending --
13 I'm trying to figure the scope.

14 In one sense you're contending in your
15 complaint that you were paying the commercial rate
16 rather than the customer rate and that's that
17 October through March timeframe.

18 Are you also contending that somehow
19 the meter was in error? I mean, it's not reflected
20 in your complaint.

21 MR. ABDELSAMAD: Yes.

22 JUDGE RILEY: That's the thing.

1 MR. ABDELSAMAD: Yes. Yes. That's what's here.

2 Because if you look here at this one --

3 MR. BAILEY: I see the charges.

4 One thing you've got to be sensitive
5 to is the winters of '13-'14 were significantly
6 worst than that 2012 to 2013 winter. Bills were
7 double to triple higher.

8 Have we run a meter test on his --

9 JUDGE RILEY: What counsel is saying is that the
10 usage would have been significantly higher in
11 2013/2014 due to the much colder temperatures.

12 MR. ABDELSAMAD: Yeah, I understand that point.

13 But why the second floor, his bill
14 57 days, less than mine. My family is not here. I
15 come at night.

16 JUDGE RILEY: You're saying that he was billed
17 for 57 days less than you?

18 MR. ABDELSAMAD: Yes. Yes, it's here.

19 For example, in 2014, January, Peoples
20 Gas billed me for 472.05 for one months. Okay. The
21 second floor, they charged him 295.69 for 57 days.
22 The same building. The same winter. The same

1 everything's.

2 MR. BAILEY: On the second floor.

3 MR. ABDELSAMAD: The second floor.

4 MR. BAILEY: Heat rises.

5 JUDGE RILEY: That doesn't necessarily mean that
6 he had the same appliances or anything else that he
7 was using.

8 MR. ABDELSAMAD: Yeah, but let me tell you one
9 things, I live down there by myself. My family was
10 overseas.

11 MR. BAILEY: That's --

12 MR. ABDELSAMAD: I'm working all day.

13 MR. BAILEY: We haven't run a meter test.

14 MS. TUCKER: No, I don't see one.

15 MR. BAILEY: Let's run a meter test -- let's
16 pull the meter. Let's test it accuracy.

17 MS. TUCKER: Okay.

18 MR. BAILEY: We'll run a test to see --

19 JUDGE RILEY: Is that acceptable to you that
20 they come out and test the meter?

21 MR. ABDELSAMAD: Yes.

22 JUDGE RILEY: All right.

1 MR. BAILEY: We may need to remove the meter,
2 take it to our meter shop, test it out, swap it out.

3 MR. ABDELSAMAD: That's fine.

4 MR. BAILEY: That can be done.

5 JUDGE RILEY: And we'll hold off on everything
6 else until the test is completed.

7 MR. BAILEY: Yes.

8 JUDGE RILEY: Mr. Abdelsamad, what I'll do at
9 this point is simply continue this matter for
10 another date where we can come on back in and we'll
11 discuss the results of the meter test and see where
12 we go from there. That may answer your questions,
13 it may not. See what Peoples Gas can provide you as
14 far as the information is concerned.

15 MR. ABDELSAMAD: That's fair enough.

16 JUDGE RILEY: Do we have any idea how long --

17 MR. BAILEY: Usually I like to go about 60 out
18 just because this time of year, making sure we have
19 crews available, they can pull the meter and take it
20 back to the division.

21 JUDGE RILEY: It's understood.

22 It takes us from the 25th of January

1 to roughly the same time in March.

2 Is any particular day of the week good
3 for you to come back down?

4 MR. ABDELSAMAD: Any days is good for me except
5 Friday.

6 JUDGE RILEY: Okay. How about Monday the 21st?

7 MR. BAILEY: Looks great.

8 JUDGE RILEY: March 21st is okay?

9 MR. ABDELSAMAD: Yeah, March 21st.

10 JUDGE RILEY: All right. Fine. It will be at
11 10:00 o'clock again.

12 MR. BAILEY: 10:00 a.m. All right.

13 JUDGE RILEY: Then that should take care of it
14 for the time being. I'll recess this matter. I'll
15 have notice sent that we'll reconvene on March 21st
16 at 10:00 a.m. and we'll discuss the results of the
17 meter test at that time and see if that doesn't
18 answer your questions.

19 Thank you very much.

20 (Whereupon, the matter was
21 continued to March 21st,
22 2016, at 10:00 a.m.)